

foreclosure of this Deed, or the absolute sale of the Mortgaged Properties, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Grantors, for themselves and all who may at any time claim through or under them, hereby waive to the full extent that Grantor may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Deed marshalled upon any foreclosure or sale under the power herein granted.

8.8 Grantors hereby waive and renounce all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Properties as against the collection of the Secured Obligations, or any part hereof.

8.9 In case Grantee shall have proceeded to enforce any right, power or remedy under this Deed by foreclosure, entry or otherwise, or in the event Grantee commences advertising of the intended exercise of the sale under power provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Grantee, then in every such case (i) Grantors and Grantee shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken, (iii) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall and shall be deemed to be a continuing Event of Default, and (iv) neither this Deed, nor the Note, nor the Secured Obligations, nor any other instrument concerned therewith, shall or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Grantors hereby expressly waive the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the above.

8.10 No right, power or remedy conferred upon or reserved to Grantee by this Deed is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

8.11 BY EXECUTION OF THIS DEED, GRANTORS EXPRESSLY: (A) ACKNOWLEDGE THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE MORTGAGED PROPERTIES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTORS WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED; (B) WAIVE ANY AND ALL RIGHTS WHICH GRANTORS MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH

AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED, AND (2) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OR LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (C) ACKNOWLEDGE THAT GRANTORS HAVE READ THIS DEED AND ANY AND ALL QUESTIONS OF GRANTORS REGARDING THE LEGAL EFFECT OF THIS DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTORS, AND GRANTORS HAVE CONSULTED WITH COUNSEL OF GRANTORS' CHOICE PRIOR TO EXECUTING THIS DEED; AND (D) ACKNOWLEDGE THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTORS AS PART OF A BARGAINED-FOR LOAN TRANSACTION AND THAT THIS DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTORS IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

## ARTICLE IX

### *Condemnation and Casualty Loss*

9.1 If the Mortgaged Properties, or any part thereof, shall be condemned or taken for public use under the power of eminent domain, Grantee shall have the right to demand all awards and damages for such taking of or injury to the Mortgaged Properties be paid to Grantee. To the extent such moneys are received by Grantee, Grantee may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then matured.

9.2 Should the Mortgaged Properties be wholly or partially destroyed or damaged by fire, explosion, windstorm, or other insured casualty, Grantee shall have the right to collect, receive and receipt for, in the name of Grantors or otherwise, any and all moneys that may become payable or collectible upon any policy of insurance by reason of such damage to or destruction of the Mortgaged Properties.

9.3 In the event that Grantee shall have received the proceeds of condemnation or insured casualty pursuant to the terms of Sections 9.1 or 9.2 above, and provided that the Mortgaged Properties can be restored to a state substantially similar to its value, condition and character prior to said damage or condemnation, Grantee shall make such proceeds available to Grantors (net of costs of collection) for the rebuilding and restoration of the Mortgaged Properties. Grantors agree to proceed promptly with such rebuilding and restoration of the Mortgaged Properties to as near their condition prior to such event as may be practicable, to provide to Grantee assurances that all funds required in addition to such proceeds are available to Grantors, to present paid invoices of all

labor and materials as the work of such rebuilding and restoration progresses, and to suffer no lien against the Mortgaged Properties incident to such rebuilding and reconstruction.

## **ARTICLE X**

### ***Miscellaneous***

10.1 In the event any item, term, or provision contained in this Deed is in conflict or may be held hereafter to be in conflict with any applicable laws, this Deed shall be affected only as to its application to such item, or provision and shall in all other respects remain in full force and effect.

10.2 All article and section titles or captions contained in this Deed or in any schedule or exhibit hereto are for convenience only and shall not be deemed a part of this Deed and shall not affect the meaning or interpretation of this Deed.

10.3 Grantors agree that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this Deed; all security for the payment of the Secured Obligations shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Grantors further agree that any part of the security herein described may be released without in anywise altering, varying, or diminishing the force, effect, or lien of this Deed, or of any renewal or extension of said lien, and that this Deed shall continue as a first lien, assignment, and security interest on all the Mortgaged Properties not expressly released until all Secured Obligations are fully discharged and paid.

10.4 The filing of a suit to foreclose any lien, assignment, or security interest under this Deed either on any matured portions of the Secured Obligations or for all Secured Obligations shall never be considered an election so as to preclude foreclosure under any power of sale herein contained after dismissal of the suit.

### **10.5 Hazardous Materials.**

(a) Grantors shall keep and maintain the Mortgaged Properties in compliance in all material respects with, and shall not cause or permit the Mortgaged Properties to be in violation of, any federal, state or local laws, ordinances or regulations including, without limitation, those relating to zoning, building, occupational safety and health, industrial hygiene or to the environmental conditions (collectively, the "Environmental Laws") on, under or about the Mortgaged Properties, including but not

limited to soil and ground water conditions. Grantors shall not, except in compliance in all material respects with Environmental Laws, use, generate, manufacture, store or dispose of, on, under or about the Mortgaged Properties or transport to or from the Mortgaged Properties any flammable explosives, radioactive materials, including without limitation any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials", or "toxic substances" under any applicable federal, state or local laws, regulations or ordinances (collectively, the "Hazardous Materials").

(b) Grantors covenant and agree to remove from the Mortgaged Properties any Hazardous Materials not permitted by this Section 10.5 (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery at Grantors' sole expense. Grantors will establish and implement such procedures as may be necessary to continuously determine and assure that the Mortgaged Properties and operations thereof and thereon are in material compliance with all Environmental Laws. Grantors will promptly notify Grantee in writing of any existing, pending or threatened action, investigation or inquiry by any governmental authority in connection with any Environmental Laws.

(c) To the full extent permitted by applicable law, Grantors hereby agree to defend, indemnify and hold harmless Grantee and its directors, officers, employees, attorneys and agents (collectively, the "Indemnified Parties") from and against any and all losses, cost, expense or liability (including attorneys' fees and court costs) incurred by any Indemnified Party in connection with or otherwise arising out of any and all claims or proceeding (whether brought by a private party, governmental agency or otherwise) for bodily injury, property damage, abatement, remediation, environmental damage or impairment or any other injury or damage resulting from or relating to any Hazardous Materials located upon, migrating into, from or through or otherwise relating to the Mortgaged Properties (whether or not the release of such Hazardous Materials was caused by Grantors, a tenant or subtenant of Grantor, a prior owner, a tenant or subtenant of a prior owner, or by any other party and whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of such Hazardous Materials or the mere presence of the Hazardous Materials on the Mortgaged Properties), which any Indemnified Party may incur due to the making of the loan evidenced by the promissory note or notes described herein, the exercise of any of its rights under this Deed or any other security documents executed in connection herewith, or otherwise (collectively, the "Hazardous Materials Claims"). The provisions of this Section shall survive any exercise of the power of sale granted in this Deed, any foreclosure of the liens created by this Deed or conveyance in lieu of foreclosure and the repayment of the Secured Obligations and the discharge and release of this Deed and any other security documents

executed in connection herewith (collectively called a "Foreclosing Event"); provided, however, the provisions of this Section shall not relate to any Hazardous Materials Claims to the extent that such Claims relate to Hazardous Materials placed upon or migrating into the Mortgaged Properties after a Foreclosing Event unless Grantors are otherwise liable under applicable law for such Hazardous Materials Claims.

10.6 Except as otherwise set forth herein, Grantors specifically waive any notice of the creation, advancement, existence, extension or renewal of, or of any indulgence with respect to, the Secure Obligations, and any part thereof, and of non-payment thereof or default thereon, and waive demand (including, but not by way of limitation, demand for payment of an overdue installment), protest, presentment and notice of demand, protest, presentment and notice of intent to accelerate maturity and notice of acceleration of maturity with respect to the Secured Obligations, and waive notice of the amount to the Secured Obligations outstanding at any time, and agree that the maturity of the Secured Obligations, and any part thereof, may be accelerated, extended or renewed by Grantee without notice or consent by Grantors.

10.7 Grantors represent and warrant to Grantee that the value of the consideration received and to be received, directly or indirectly, by Grantors as a result of the credit or other financial accommodations granted and extended by Grantee to Grantors is fair consideration to Grantors and reasonably worth at least as much as the Secured Obligations, and that the financial accommodations granted and extended by Grantee have benefited and may reasonably be expected to benefit Grantors, directly or indirectly.

10.8 Grantors agree that no renewal or extension of, or any other indulgence with respect to the Secured Obligations or any part thereon, no release of any security of the Secured Obligations or any part thereof, no release of any Person primarily or secondarily liable on the Secured Obligations or any part hereof (including any maker, endorser, guarantor or surety), no delay in enforcement of payment of the Secured Obligations or any part thereof, and no delay or omission or lack of diligence or exercise in exercising any right or power with respect to the Secured Obligations, or any other security therefor or guaranty thereof under this Deed, shall in any manner impair or affect the rights of Grantee hereunder. Grantors specifically agree that it shall not be necessary or required, and that Grantors shall not be entitled to require that Grantee file suit or proceed to obtain or assert a claim for personal judgment against Grantors or any other Person or that Grantee proceed against or foreclose against or seek to realize upon any other security now or hereafter existing for the Secured Obligations, or any part thereof, or file suit or proceed to obtain or assert a claim for personal judgment against any other party (maker, guarantor, endorser or surety) obligated on the Secured

Obligations before, or as a condition of, or at any time after, foreclosing upon or otherwise selling or disposing of or utilizing the Mortgaged Properties for the purpose of paying the Secured Obligations or any part thereof. Grantors expressly waive any right to the benefit of or to require or control application of any other security or the proceeds of any other security now existing or hereafter obtained by Grantee as security for the Secured Obligations, and agree that Grantee shall have no duty or obligation insofar as Grantors are concerned to apply upon any of the Secured Obligations any monies, payments or other property at any time received by or paid to Grantee except as Grantee shall determine in its sole discretion and in such order or manner as Grantee may determine.

10.9 To the extent that Grantors may lawfully do so, Grantors hereby expressly waive any right pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the rights of Grantee to foreclose the Mortgaged Properties for the collection of the Secured Obligations (without any prior or different resort for collection), or the right of Grantee to the payment of the Secured Obligations out of the proceeds of sale of the Mortgaged Properties in preference to every other Person and claimant.

10.10 No waiver of any default on the part of Grantors or breach of any of the provisions of this Deed or of the Note or of any other instrument executed in connection with the Secured Obligations shall be considered a waiver of any other subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers and every such right and power may be exercised from time to time. Acceptance by Grantee of partial payments shall not constitute a waiver of the default by failure to make full payments.

10.11 Anything in the Note or this Deed or any other agreement or arrangements by Grantors in connection with the loans evidenced by the Note to the contrary notwithstanding, if from any circumstances whatever fulfillment of any provision of any of the foregoing documents or agreements at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws of the State of Georgia or any other law of the State of Georgia as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under any of the aforesaid documents or agreements in excess of the limit of such

validity and if under any circumstances whatsoever interest in excess of the limit of such validity will have been paid by Grantors in connection with the loan evidenced by the Note, such excess shall be applied by Grantee to the unpaid principal balance of such Note and the balance, if any, refunded to the Person who made such payment, so that under no circumstances shall interest on the loan evidenced by the Note exceed the Maximum Rate.

10.12 Unless otherwise provided herein, in any instance hereunder where Grantee's approval or consent is required or the exercise of Grantee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Grantee, and Grantee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Grantee's judgment.

10.13 If any provision of this Deed is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed is in effect, the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10.14 If any of the Secured Obligations shall be unsecured, the unsecured portion of the Secured Obligations shall be completely paid prior to the payment of the secured portion of such Secured Obligations, and all payment made on account of the Secured Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Secured Obligations.

10.15 Nothing contained herein is intended to create any partnership, joint venture or association between Grantors and Grantee, or in any way make Grantee a co-principal with Grantors with reference to the Mortgaged Properties, and any inferences to the contrary are hereby expressly negated. It is expressly understood that the only relationship between Grantors and Grantee is that of borrower/mortgagor and lender/mortgagee.

10.16 The Note and this Deed constitute the entire understanding and agreement between Grantors and Grantee with respect to the transactions arising in connection with the Secured Obligations with respect to this Deed, supersede all prior written or oral understanding and agreements between Grantors and Grantee in connection therewith, and may be amended only by a written instrument executed by the party to be bound thereby.

10.17 In the event of the passage after the date of this Deed of any law of any governmental authority having jurisdiction, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the laws of taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, so as to adversely affect this Deed, Grantors shall promptly pay to Grantee, as required under such law, all taxes, costs and charges for which Grantee is or may be liable as a result thereof, provided said payment shall not be prohibited by law or render the Note usurious, in which event Grantee may declare the Secured Obligations to be immediately due and payable, and to pursue all remedies to which it would then be entitled under Article 8 herein if Grantors fail to promptly pay all of the Secured Obligations; and, provided further than Grantors shall have no obligation to pay any franchise, income or other tax upon the interest on the Note, or upon Grantee.

10.18 Grantors will cause this Deed and/or any other Security Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Grantee shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

10.19 The term "Grantors" as used herein shall include not only the parties who are designed as Grantors and who execute this Deed but also the respective heirs, executors, administrators, successors, legal representatives, and assigns of each such party. When this Deed is executed by only one person, the word "Grantors" shall be construed as if written "Grantor" and all pronouns and verbs in their number shall be changed to correspond, and when executed by a corporation the applicable words "heirs, executors, administrators, and assigns" shall be construed as "successors, assigns, and legal representatives." Wherever the context requires, the gender of words used herein shall include the masculine, feminine, and neuter, and number of words used herein shall include the singular and the plural.

10.20 All notices, consents, approvals and other communications required hereunder shall be in writing and shall be mailed or delivered in accordance with the Asset Purchase Agreement dated \_\_\_\_\_, 1994, between Grantors and Grantee.

**IN WITNESS WHEREOF**, Grantors have executed this Deed as of the date first above written.

MACON MEDIA, INC.

By: \_\_\_\_\_  
Robert L. Wilkins, President

Signed, sealed and delivered  
in the presence of:

Attest: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

[CORPORATE SEAL]

\_\_\_\_\_  
Unofficial Witness

Address of Grantors:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARIAL SEAL]

3012E

EXHIBIT A

*Description of Land (See § 2.1(a) of Deed)*

All that tract or parcel of land lying and being in the City of Macon and Bibb County, Georgia, as shown and portrayed on a plat of the Corbin Property, said plat being recorded in Plat Book 1, Page 269 and retraced in Plat Book 10, Page 114. The Property herein conveyed included all of Lots M, N, O, P, Q and a portion of Lot L, all as shown on the above-referenced plat, portion conveyed by Macon Broadcasting Co. to Mrs. D. Albert Walker by a warranty deed dated March 15, 1945, and recorded in Deed Book 515, Page 307, in said Clerk's Office. This is the same property as was conveyed to Macon Broadcasting Co. by Mr. Waldron Ferris by a warranty deed dated March 14, 1945, recorded in Deed Book 515, Page 306, said Clerk's Office.

**EXHIBIT A-1**

***Description of Certain Furniture, Equipment and Other Property***

***(See § 2.1(b) of the Deed)***

The furniture, equipment and other property identified on Schedule 1 attached hereto.

Am

**EXHIBIT B**

*Specific Matters (See § 2.1 of Deed)*

EXHIBIT C

*UCC Indexing Information*

Name of Debtor: Macon Media, Inc., a \_\_\_\_\_ corporation

Mailing Address of Debtor: P.O. Box 444  
Spartanburg, South Carolina 29304

Principal Place of Business of Debtor in the State of Georgia or  
the Place where Debtor's Property is Located:

\_\_\_\_\_  
\_\_\_\_\_

Name of Secured Party: Quality Broadcasting, Inc., a Georgia  
corporation

Mailing Address of Secured Party: Quality Broadcasting, Inc.  
c/o Mr. James T. McAfee  
P.O. Box 723049  
Atlanta, Georgia 30339-0049

Types of Collateral: See Section 4.2 of the Deed

*Qm*  
61

***EXHIBIT E***

***Allocation of Purchase Price***

AM  
12

RECEIVED

GARDNER, CARTON & DOUGLAS

DEC 23 1991

1301 K STREET, N.W.

Federal Communications Commission  
Office of the Secretary  
CHICAGO, ILLINOIS

WRITER'S DIRECT DIAL NUMBER

M. Scott Johnson  
(202) 408-7122

SUITE 900, EAST TOWER

WASHINGTON, D.C. 20005

(202) 408-7100

FACSIMILE: (202) 289-1504

ORIGINAL

December 23, 1991

DEC 30 1991

Ms. Donna R. Searcy,  
Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

AM BRANCH

Re: Consummation of Assignment

Macon, Georgia  
File No. BAL-910722EA

Dear Ms. Searcy:

On behalf of the assignee, Quality Broadcasting, Inc., this letter is being filed to reflect that on December 2, 1991 the above-referenced assignment was consummated, pursuant to Commission approval. An Ownership Report will be filed without delay in conformance with the Commission's rules.

Please contact the undersigned should any question arise.

Sincerely



M. Scott Johnson

MSJ/df

NRK 910-1223

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

DEC 10 1991

IN REPLY REFER TO:

Quality Broadcasting, Inc.  
300 Galleria Parkway, #650  
Atlanta, GA 30339

8910

Call Letters: WNEX  
Date Granted: November 19, 1991  
File Number(s) BAL-910722EA

NOTICE TO ASSIGNEE

Enclosed is FCC Form 732 notifying you of Commission consent to the assignment of the construction permit and/or license of the station(s) therein described. Voluntary assignments are required to be completed within sixty (60) days of the date granted.

In addition to the filing of the below mentioned FCC Form 323, you are required to immediately notify this office (8910), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the assignment were completed.

Within thirty (30) days after the consummation of the assignment it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 should be reported for the assignee in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary assignment that was the result of a death or court action, an Ownership Report must be filed to determine that all requirements of the Rules have been met and reported.

In the event the assignee is the licensee/permittee of another station and has a current Ownership Report on file, you may complete and file only page one of FCC Form 323 to reflect the acquisition of the station(s) listed above. FCC Form 323 is enclosed for your convenience in filing.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee or licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will be used as your permanent mailing address.

If the assignor has any applications pending before the Commission, these applications must be amended to reflect the name of the assignee. Upon consummation of the assignment, amendments to each application must be filed by the assignee, in triplicate, signed by the proper party (see Section 73.3513 of the Rules). Further processing of these applications will be withheld pending receipt of the amendment.

Enclosures  
cc: Ownership

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

File No.(s): BAL-910722EA

Class of station(s): AM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM  Macon Broadcasting Company
	TO  Quality Broadcasting, Inc.
Licensee/Permittee: (for transfer only)	

CALL SIGN(s)

STATION LOCATION(s)

AUXILIARY STATION(s) (for assignments only)

WNEX

Macon, GA

ALL CURRENTLY AUTHORIZED AUXILIARY  
SERVICES

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323 (Ownership Report), must be filed within 30 days after consummation, by the licensee/permittee or assignee.

**ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:**

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: November 19, 1991

FEDERAL  
COMMUNICATIONS  
COMMISSION



FCC 732  
March 1983

*MM to FCC  
Case Copy  
307*

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

19 NOV 1991

IN REPLY REFER TO

8910-MME

M. Scott Johnson, Esquire  
Gardner, Carton and Douglas  
Suite 900  
1301 K Street, NW  
Washington, DC 20005

In re: WNEX(AM), Macon, Georgia  
Application for Assignment of License  
File No. BAL-910722EA

Dear Mr. Johnson:

This is in reference to the above-captioned application for assignment of license of station WNEX(AM), Macon, Georgia, from Macon Broadcasting Company, to Quality Broadcasting, Inc. ("Quality"). Quality is also the licensee of WBNM(AM), Gordon, Georgia, and grant of the instant application would result in a violation of 47 C.F.R. Section 73.3555(a)(1) due to an overlap of the 5 mV/m service contours of both stations.<sup>1</sup> Accordingly, you have requested a twelve-month waiver of Section 73.3555(a)(1) in order to allow time for Quality to divest of WBNM(AM) in an orderly manner.

In support of your waiver request, you assert that grant of a temporary waiver would allow Quality to find a suitable buyer for WBNM(AM) and avoid a "forced" sale of the station. You state that Macon and Gordon constitute separate and distinct communities and that the grant would not result in a significant increase in concentration of the media in the Macon-Gordon area

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<sup>1</sup> Section 73.3555 states in pertinent part: (a) No license for an AM . . . broadcast station shall be granted to any party (including all parties under common control) if such party directly or indirectly owns, operates or controls one or more broadcast stations in the same service and the grant of such license shall result in:

(1) Any overlap of the predicted or measured 5 mV/m groundwave contours of the existing and proposed AM stations.

because there are a substantial number of media outlets in the area.<sup>2</sup> You assert that the station has been placed on the market and that efforts are underway to sell the station.<sup>3</sup> Finally, you contend that Quality will staff, operate, and program WNEX(AM) and WBNM(AM) separately.

The ultimate objectives of the Commission's multiple ownership rules are to promote economic competition and diversity of programming and viewpoints in order to further the public interest. See Amendment of Section 73.3555 of the Commission's Rules, 4 FCC Rcd 1723 (1989), recon. granted in part and denied in part, 4 FCC Rcd 6489 (1989); Multiple Ownership Rules, 97 FCC 2d 997 (1984), recon. granted in part and denied in part, 1 FCC Rcd 802 (1986). The Commission is not, however, without flexibility to respond to situations where application of fixed multiple ownership standards would be contrary to other public interest concerns. See WAPA(AM), 6 FCC Rcd 78 (1991). Before such a waiver can be granted, even on a temporary basis, an applicant must sustain the burden of showing that the benefits to be achieved by its proposal are in the public interest and that a waiver would not compromise the fundamental policies served by the rule.

In KRTH(AM), 5 FCC Rcd 2059 (1990), the Commission acknowledged the inequity of forcing licensees to choose between an immediate forced sale of an existing station or forego the opportunity to move into a larger broadcast market. Also in KRTH(AM), the Commission determined that it would take into account the good faith efforts being made by the buyer to divest itself of its original station. In KKWM(AM), 5 FCC Rcd 7735 (1990), the Commission approved a temporary waiver of Section 73.3555(a)(1), concluding that no undue concentration of media would occur because the community involved, Dallas, Texas, was well served by numerous media outlets.<sup>4</sup> Also in KKWM(AM), the

---

2 Specifically, you state that the entire overlap area, as a whole, is served by 12 radio stations, four television broadcast stations, three cable television systems, two daily newspapers and three weekly newspapers. You also state that a majority of the overlap area is served by eighteen radio stations and six television broadcast stations.

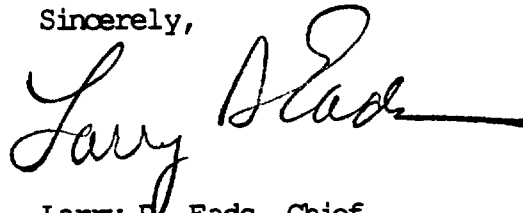
3 You state that Quality attempted to sell WBNM(AM) prior to filing the instant application, but was unsuccessful. You further state that, to date, only one offer for the station has been received and that the amount offered was less than the value of WBNM(AM)'s assets.

4 In KKWM(AM), the Commission also found it significant that the sale of one of the stations would break up an AM/FM combination, thus enhancing diversification of ownership in the community. We note that in the present case, the ultimate sale of WBNM(AM) will break up an AM/FM combination in Gordon, Georgia.

Commission found it significant that the stations involved would have separate programming and staff for the duration of the waiver period. On the basis of the representations before us and the circumstances of this case, which are consistent with the decisional criteria in KKWM(AM) and KRTH(AM), we find that a temporary waiver of the overlap prohibitions contained in our multiple ownership rules would further the public interest.

Accordingly, the application (File No. BAL-910722EA) for assignment of license of WNEX(AM), Macon, Georgia, from Macon Broadcasting Company to Quality Broadcasting, Inc. IS HEREBY GRANTED and the contour overlap provisions of 47 C.F.R. Section 73.3555(a) (1) ARE HEREBY WAIVED in accordance with Quality's request for a period of twelve months from the date of consummation of the instant transaction.

Sincerely,

A handwritten signature in cursive script, reading "Larry D. Eads", followed by a horizontal line.

Larry D. Eads, Chief  
Audio Services Division  
Mass Media Bureau

NEW YORK

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900, EAST TOWER

WRITER'S DIRECT DIAL NUMBER

Catherine M. Withers  
(202) 408-7114

WASHINGTON, D.C. 20005

(202) 408-7100

FACSIMILE: (202) 289-1504

CHICAGO, ILLINOIS

November 4, 1991

VIA HAND DELIVERY

Ms. Margaret Egler  
Federal Communications Commission  
AM Branch, Room 342  
1919 M Street, N.W.  
Washington, D.C. 20554

Re: File No. BAL-910722EA  
Station WNEX  
Macon, GA

Dear Ms. Egler:

At your request, enclosed herewith is a supplement to the request for waiver of Section 73.3555(a) of the Commission's Rules, which is contained in the pending application for assignment of Station WNEX (AM) at Macon, GA. In order to quickly provide you with the requested information, the enclosed is a facsimile copy of the supplement, the original of which will be filed with the Secretary's office upon receipt.

Please call me or Scott Johnson of this office if you have any further questions.

Sincerely,

*Catherine M. Withers*

Catherine M. Withers

Enclosure

**FURTHER SUPPLEMENT TO REQUEST FOR WAIVER OF  
SECTION 73.355(A) OF THE COMMISSION'S RULES**

Exhibit A to the pending application for assignment of Station WNEX(AM), Macon, GA, to Quality Broadcasting, Inc., ("Quality") (File No. BAL-910722RA) is hereby amended as follows:

In Exhibit A to its pending application, Quality indicated that the 5 mV/m contour of its Gordon, GA AM station, WENM, overlaps with the 5 mV/m contour of Station WNEX (AM) in Macon, GA, and sought a temporary waiver of Section 73.3555 of the Commission's Rules. In further support of its temporary waiver request, Quality notes that Station WENM, Gordon, GA, was placed on the market in 1991 and that attempts have been made to sell the station. Quality was hopeful that the station would be sold prior to filing the request for assignment of Station WNEX and, thus, that a waiver of Section 73.3555 of the Commission's Rules would not be necessary. However, unfortunately, it was unable to do so. To date, only one offer has been received for purchase of the station, and the monetary amount offered was less than even the value of the station's assets. Quality obviously found such an offer to be unacceptable, and the station remains on the market. Accordingly, a waiver of Section 73.3555 of the Commission's Rules has been requested in order to allow additional time to sell the station.

11/1/91  
Date

Walter H. Bush  
Walter H. Bush, Vice President  
Quality Broadcasting, Inc.  
Proposed Assignee

ORIGINAL

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900, EAST TOWER

WASHINGTON, D.C. 20005

(202) 408-7100

FACSIMILE: (202) 289-1504

WRITER'S DIRECT DIAL NUMBER

M. Scott Johnson  
202-408-7122

OCT 2 2 55 PM '91

CHICAGO, ILLINOIS

AUDIO SERVICES

RECEIVED

OCT 1 - 1991

Federal Communications Commission  
Office of the Secretary

October 1, 1991

Donna R. Searcy  
Secretary  
Federal Communications Commission  
1919 M Street NW  
Room 222  
Washington, DC 20554

OCT 2 - 1991  
AM BRANCH

Re: Amendment to Assignment  
File No. BAL-910722EA  
Station WNEX  
Macon, GA

Dear Ms. Searcy:

Transmitted herewith, on behalf of Quality Broadcasting, Inc., is an original and two copies of an amendment to the pending application to assign Station WNEX(AM) at Macon, GA (File No. BAL-910722EA). This amendment consists of a supplement to its request for waiver of Section 73.3555(a)(1) of the Commission's Rules.

Should any questions arise with respect to this matter, kindly contact this office.

Sincerely,

  
M. Scott Johnson

Enclosure

cc: Margaret Egler, AM Branch

RECEIVED

OCT 1 1991

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Federal Communications Commission  
Office of the Secretary

AUDIT SERVICES

AMENDMENT

Exhibit A to the pending application for assignment of Station WNEX(AM) at Macon, GA to Quality Broadcasting, Inc. (File No. BAL-910722EA), is hereby amended to include the attached "Supplement to Request for Waiver of Section 73.3555(a)(1) of the Commission's Rules."

 *Walter H. Smith* Vice President  
QUALITY BROADCASTING, INC.  
Proposed Assignee

September 30, 1991

**SUPPLEMENT TO REQUEST FOR WAIVER OF  
SECTION 73.3555(A) OF THE COMMISSION'S RULES**

Exhibit A to the pending application for assignment of Station WNEX(AM), Macon, GA, to Quality Broadcasting, Inc. ("Quality") (File No. BAL-910722EA) is hereby amended to include supplemental material with regard to its request for a temporary twelve month waiver of Section 73.3555(a)(1) of the Commission's Rules. In support of its waiver request, and in accordance with Letter to Vincent J. Curtis, Esquire, re WAPA(AM), 6 FCC Rcd 78(1991), Quality states as follows:

The WNEX/WBNM overlap area is well served by other media. As the attached engineering statement reflects, there are at least six other AM stations and five FM stations, not including WMRW(FM) at Gordon, GA which is licensed to Quality, serving the entire overlap area. Moreover, the majority of the overlap area receives nine AM stations in addition to WBNM and WNEX, and six FM stations in addition to WMRW. More exhaustive engineering studies would be expected to show even more service. The overlap area is also served by at least four television stations, with some areas receiving as many as six TV signals. Furthermore, there is one weekly newspaper published in Gordon, GA, one daily newspaper published in Macon, GA and two weekly newspapers published in Macon. All four of these newspapers serve the overlap area, as does the Atlanta Journal which has an office in Macon. Finally, it is noted that there is one cable company located in Gordon (carrying channels 2 through 22, as well as premium channels), two public cable companies in Macon (carrying channels 2 through 39, as well as premium channels), and another cable system which serves Mercer University only.